

RECORDATION NO. 20200-3, K FILED 1126

NOV 26 1996 9 20 AM

ALVORD AND ALVORD
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OF COUNSEL
URBAN A. LESTER

RECEIVED
SURFACE TRANSPORTATION
BOARD

NOV 26 9 19 AM '96

November 26, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of each of the following secondary documents: Lease Supplement No. 5 and Indenture Supplement No. 5, both dated November 26, 1996.

The enclosed documents relate to the Equipment Lease Agreement previously filed with the Board under Recordation Number 20200.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement No. 5

Lessor: Fleet National Bank
One Federal Street
Boston, Massachusetts 02110-2010

Lessee: Central Soya Company, Inc.
110 West Berry Street
Fort Wayne, Indiana 46802

Mr. Vernon A. Williams
November 26, 1996
Page 2

Indenture Supplement No. 5

Owner Trustee: Fleet National Bank
One Federal Street
Boston, Massachusetts 02110-2010

Indenture Trustee: First Security Bank, National Association
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to Lease Supplement No. 5.

Also enclosed is a check in the amount of \$44.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 20200-5 FILED 1425
NOV 26 1996 -9 20 AM

LEASE SUPPLEMENT NO. 5

(Central Soya Company Equipment Trust 1996)

Dated November 26, 1996

Between

FLEET NATIONAL BANK,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the Trust Agreement
dated as of July 15, 1996, between the Owner Participant and
Fleet National Bank in its individual capacity

Lessor,

and

CENTRAL SOYA COMPANY, INC.,

Lessee

THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN COUNTERPARTS. TO THE EXTENT THIS LEASE SUPPLEMENT CONSTITUTES CHATTEL PAPER WITHIN THE MEANING OF ANY APPLICABLE UNIFORM COMMERCIAL CODE PROVISION, NO SECURITY INTEREST IN THIS LEASE SUPPLEMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL EXECUTED COUNTERPART, WHICH SHALL BE IDENTIFIED FOR SUCH PURPOSES AS THE COUNTERPART CONTAINING THE RECEIPT THEREFOR EXECUTED BY THE INDENTURE TRUSTEE ON THE SIGNATURE PAGE THEREOF.

FILED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO 49.U.S.C. § 11301 ON NOVEMBER _____, 1996, AT ____ A.M. RECORDATION NUMBER: _____ AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE CANADA TRANSPORTATION ACT- ON NOVEMBER _____, 1996.

LEASE SUPPLEMENT NO. 5

(Central Soya Company Equipment Trust 1996)

This LEASE SUPPLEMENT NO. 5 , dated November 26, 1996, is entered into between FLEET NATIONAL BANK, a national banking association, not in its individual capacity, but solely as trustee under the Trust Agreement that creates the trust identified under the title hereof, and CENTRAL SOYA COMPANY, INC., an Indiana corporation.

A. The Lessor and the Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes and upon the terms and conditions set forth in Sections 2(b) and/or 28(b) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of July 15, 1996, among Central Soya Company, Inc., Fleet National Bank, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. The Lessor does hereby lease to the Lessee, and the Lessee does hereby lease from the Lessor, the Equipment described in Schedule I to this Lease Supplement, which shall hereafter constitute a part of the Equipment and be subject to the Lease (in accordance with Section 2(a) thereof).

3. The Lessee has had an opportunity to inspect, and has inspected, each Item of Equipment described in Schedule I hereto.

4. The Transaction Costs are \$50,039.22.

5. The Basic Term Commencement Date for the Equipment described in Schedule I is December 30, 1996.

6. The Basic Lease Term for the Equipment described in Schedule I shall end on June 30, 2017.

7. The EBO Date for the Equipment listed on Schedule I is September 30, 2011.

8. The Equipment Cost of the Equipment is set forth in Schedule I attached hereto.

9. Basic Rent due on the date of this Lease Supplement for the Equipment described herein equals the product of the Equipment Cost for such Equipment and .720394%. Schedule I attached hereto sets forth the Basic Rent Factors (with respect to Rent Payment Dates after the Funding Date) and the percentages for determining the Stipulated Loss Value, Termination

Value and EBO Price for each Item of Equipment delivered and accepted under the Lease and as may be necessary, and, as provided in Section 9.6(b) of the Participation Agreement, amends Schedule II to the Participation Agreement with respect to those values.

10. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. To the extent that this Lease Supplement constitutes chattel paper, within the meaning of any applicable Uniform Commercial Code provision no security interest in this Lease Supplement may be created through the transfer or possession of any counterpart other than the original executed counterpart, which shall be identified for such purposes as the counterpart containing the receipt therefor executed by the Indenture Trustee on the signature page thereof.

11. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

12. This Lease Supplement shall in all respects be governed by and construed in accordance with the State of New York without regard to principles of conflicts of law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

FLEET NATIONAL BANK,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
trustee under the Trust Agreement dated as of
July 15, 1996 between the Owner Participant and
Fleet National Bank in its individual capacity

By: Michelle M. Fitzgerald
Name: Michelle M. Fitzgerald
Title: CORPORATE TRUST OFFICER

CENTRAL SOYA COMPANY, INC.

By: _____
Name: _____
Title: _____

Attachment

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

FLEET NATIONAL BANK,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
trustee under the Trust Agreement dated as of
July 15, 1996 between the Owner Participant and
Fleet National Bank in its individual capacity

By: _____
Name: _____
Title: _____

CENTRAL SOYA COMPANY, INC.

By: TERRENCE E. QUINLAN
Name: TERRENCE E. QUINLAN
Title: SECRETARY

Attachment

[STB ACKNOWLEDGMENT]

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

This instrument was acknowledged before me on November 21, 1996, by TERRENCE E. QUINLAN, SECRETARY of CENTRAL SOYA COMPANY, INC., an Indiana corporation.

Sue E. Haycox

Notary Public in and for
the State of Indiana

SUE E. HAYCOX, Notary Public
Allen County, State of Indiana
My Commission Expires February 15, 1998

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

On this 21st day of November, 1996 before me personally appeared TERRENCE E. QUINLAN, to me personally known, being by me duly sworn, says that he is the SECRETARY of CENTRAL SOYA COMPANY, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.

Sue E. Haycox

Notary Public in and for
the State of Indiana

SUE E. HAYCOX, Notary Public
Allen County, State of Indiana
My Commission Expires February 15, 1998

SCHEDULE I
to
LEASE SUPPLEMENT NO. 5

(Central Soya Company Equipment Trust 1996)

(Pursuant to Clause 2 of the Lease Supplement): The Equipment consists of the 100-ton covered hopper cars, 5,400 cubic foot capacity, manufactured by Thrall Car Manufacturing Company, as more particularly described on Schedule A attached hereto.

(Pursuant to Clause 8 of the Lease Supplement)

The aggregate Equipment Cost for the Equipment is \$10,014,073.50.

(Pursuant to Clauses 9 of the Lease Supplement)

See Annex A attached hereto.

The EBO Price is 59.46% of Equipment Cost.

SCHEDULE A**DESCRIPTION OF EQUIPMENT**

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13073	NOV-12-96
CSYX	13089	OCT-24-96
CSYX	13091	OCT-24-96
CSYX	13094	OCT-31-96
CSYX	13104	OCT-29-96
CSYX	13107	OCT-24-96
CSYX	13108	OCT-29-96
CSYX	13110	OCT-28-96
CSYX	13112	OCT-24-96
CSYX	13114	OCT-24-96
CSYX	13115	OCT-28-96
CSYX	13116	OCT-28-96
CSYX	13117	OCT-24-96
CSYX	13118	OCT-25-96
CSYX	13119	OCT-25-96
CSYX	13120	OCT-24-96
CSYX	13121	OCT-24-96
CSYX	13122	OCT-24-96
CSYX	13123	OCT-25-96
CSYX	13124	OCT-25-96
CSYX	13125	OCT-24-96
CSYX	13126	OCT-28-96
CSYX	13127	OCT-25-96
CSYX	13128	OCT-25-96
CSYX	13129	OCT-25-96
CSYX	13130	OCT-25-96
CSYX	13131	OCT-28-96
CSYX	13132	OCT-25-96
CSYX	13133	OCT-28-96
CSYX	13134	OCT-28-96
CSYX	13135	OCT-28-96
CSYX	13136	OCT-25-96
CSYX	13137	OCT-29-96
CSYX	13138	OCT-28-96
CSYX	13139	OCT-28-96
CSYX	13140	OCT-29-96
CSYX	13141	OCT-29-96
CSYX	13142	NOV-05-96
CSYX	13143	OCT-29-96
CSYX	13144	OCT-29-96
CSYX	13145	OCT-29-96
CSYX	13146	OCT-29-96
CSYX	13147	OCT-30-96

100-TON 5400 C/F COVERED HOPPER CARS

SHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13148	OCT-30-96
CSYX	13149	OCT-29-96
CSYX	13150	OCT-30-96
CSYX	13151	OCT-31-96
CSYX	13152	OCT-31-96
CSYX	13153	OCT-30-96
CSYX	13154	OCT-30-96
CSYX	13155	OCT-31-96
CSYX	13156	OCT-30-96
CSYX	13157	NOV-04-96
CSYX	13158	OCT-31-96
CSYX	13159	OCT-30-96
CSYX	13160	OCT-30-96
CSYX	13161	OCT-30-96
CSYX	13162	OCT-30-96
CSYX	13163	OCT-31-96
CSYX	13164	OCT-31-96
CSYX	13165	OCT-31-96
CSYX	13166	NOV-04-96
CSYX	13167	NOV-04-96
CSYX	13168	NOV-04-96
CSYX	13169	OCT-31-96
CSYX	13170	OCT-31-96
CSYX	13171	NOV-04-96
CSYX	13172	NOV-04-96
CSYX	13173	NOV-04-96
CSYX	13174	NOV-04-96
CSYX	13175	NOV-06-96
CSYX	13176	NOV-14-96
CSYX	13177	NOV-14-96
CSYX	13178	NOV-04-96
CSYX	13179	NOV-04-96
CSYX	13180	NOV-04-96
CSYX	13181	NOV-04-96
CSYX	13182	NOV-04-96
CSYX	13183	NOV-04-96
CSYX	13184	NOV-04-96
CSYX	13185	NOV-04-96
CSYX	13186	NOV-05-96
CSYX	13187	NOV-05-96
CSYX	13188	NOV-04-96
CSYX	13189	NOV-05-96
CSYX	13190	NOV-04-96

100-TON 5400 C/F COVERED HOPPER CARS

SHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13191	NOV-04-96
CSYX	13192	NOV-04-96
CSYX	13193	NOV-08-96
CSYX	13194	NOV-06-96
CSYX	13195	NOV-08-96
CSYX	13196	NOV-05-96
CSYX	13197	NOV-06-96
CSYX	13198	NOV-05-96
CSYX	13199	NOV-07-96
CSYX	13200	NOV-06-96
CSYX	13201	NOV-06-96
CSYX	13202	NOV-05-96
CSYX	13203	NOV-05-96
CSYX	13204	NOV-11-96
CSYX	13205	NOV-06-96
CSYX	13206	NOV-08-96
CSYX	13207	NOV-07-96
CSYX	13208	NOV-08-96
CSYX	13209	NOV-06-96
CSYX	13210	NOV-06-96
CSYX	13211	NOV-06-96
CSYX	13212	NOV-12-96
CSYX	13213	NOV-12-96
CSYX	13214	NOV-06-96
CSYX	13215	NOV-07-96
CSYX	13216	NOV-06-96
CSYX	13217	NOV-11-96
CSYX	13218	NOV-08-96
CSYX	13219	NOV-08-96
CSYX	13220	NOV-07-96
CSYX	13221	NOV-08-96
CSYX	13222	NOV-08-96
CSYX	13223	NOV-08-96
CSYX	13224	NOV-08-96
CSYX	13225	NOV-08-96
CSYX	13226	NOV-11-96
CSYX	13227	NOV-11-96
CSYX	13228	NOV-08-96
CSYX	13229	NOV-08-96
CSYX	13230	NOV-08-96
CSYX	13231	NOV-08-96
CSYX	13232	NOV-08-96
CSYX	13233	NOV-11-96

100-TON 5400 C/F COVERED HOPPER CARS

SHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13234	NOV-11-96
CSYX	13235	NOV-08-96
CSYX	13236	NOV-12-96
CSYX	13237	NOV-12-96
CSYX	13238	NOV-11-96
CSYX	13239	NOV-11-96
CSYX	13240	NOV-12-96
CSYX	13241	NOV-11-96
CSYX	13242	NOV-14-96
CSYX	13243	NOV-12-96
CSYX	13244	NOV-11-96
CSYX	13245	NOV-12-96
CSYX	13246	NOV-12-96
CSYX	13248	NOV-13-96
CSYX	13249	NOV-13-96
CSYX	13250	NOV-13-96
CSYX	13251	NOV-12-96
CSYX	13252	NOV-13-96
CSYX	13253	NOV-13-96
CSYX	13254	NOV-14-96
CSYX	13255	NOV-14-96
CSYX	13256	NOV-18-96
CSYX	13257	NOV-14-96
CSYX	13259	NOV-13-96
CSYX	13260	NOV-14-96
CSYX	13261	NOV-14-96
CSYX	13262	NOV-13-96
CSYX	13263	NOV-14-96
CSYX	13264	NOV-13-96
CSYX	13265	NOV-13-96
CSYX	13267	NOV-13-96
CSYX	13269	NOV-15-96
CSYX	13271	NOV-18-96
CSYX	13272	NOV-15-96
CSYX	13273	NOV-18-96
CSYX	13275	NOV-15-96
CSYX	13276	NOV-15-96
CSYX	13278	NOV-15-96
CSYX	13279	NOV-18-96
CSYX	13280	NOV-15-96
CSYX	13281	NOV-14-96
CSYX	13282	NOV-18-96
CSYX	13283	NOV-19-96

100-TON 5400 C/F COVERED HOPPER CARSSHIPPED FOR JOB 929

<u>CAR INITIAL</u>	<u>CAR NUMBER</u>	<u>INSPECTION DATE</u>
CSYX	13284	NOV-15-96
CSYX	13285	NOV-15-96
CSYX	13286	NOV-19-96
CSYX	13288	NOV-18-96
CSYX	13289	NOV-15-96
CSYX	13290	NOV-15-96
CSYX	13291	NOV-18-96
CSYX	13292	NOV-19-96
CSYX	13293	NOV-18-96
CSYX	13294	NOV-19-96
CSYX	13295	NOV-19-96
CSYX	13296	NOV-18-96
CSYX	13297	NOV-18-96
CSYX	13298	NOV-19-96
CSYX	13299	NOV-19-96
CSYX	13301	NOV-19-96
CSYX	13304	NOV-19-96
CSYX	13308	NOV-19-96
TOTAL	<u>190</u>	

in each case, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

The Funding Date for the Equipment described on this Schedule A is November 26, 1996.

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 5**

Termination and Stipulated Loss Values

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
November 26, 1996	100.8461173
December 30, 1996	101.1989673
March 30, 1997	101.5333591
June 30, 1997	101.8204208
September 30, 1997	102.0020830
December 30, 1997	102.1044888
March 30, 1998	102.1259020
June 30, 1998	102.1109708
September 30, 1998	102.0200606
December 30, 1998	101.8709071
March 30, 1999	101.6622228
June 30, 1999	101.4251054
September 30, 1999	101.1332259
December 30, 1999	100.7982366
March 30, 2000	100.4191958
June 30, 2000	100.0174403
September 30, 2000	99.5763206
December 30, 2000	99.1030674
March 30, 2001	98.5969904
June 30, 2001	98.0659916
September 30, 2001	97.4939011
December 30, 2001	96.8876501
March 30, 2002	96.2465058
June 30, 2002	95.5781040
September 30, 2002	94.8667960
December 30, 2002	94.1191897
March 30, 2003	93.3445491
June 30, 2003	92.5539370
September 30, 2003	91.7462168
December 30, 2003	90.9214936
March 30, 2004	90.0794515
June 30, 2004	89.2233708
September 30, 2004	88.3553041
December 30, 2004	87.4783723
March 30, 2005	86.5938171
June 30, 2005	85.7012896
September 30, 2005	84.7965159
December 30, 2005	83.8813511
March 30, 2006	82.9600406
June 30, 2006	82.0306690
September 30, 2006	81.1031545
December 30, 2006	80.1725749
March 30, 2007	79.2389199

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 5**

Termination and Stipulated Loss Values

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
June 30, 2007	78.2979846
September 30, 2007	77.3604650
December 30, 2007	76.4211320
March 30, 2008	75.4799878
June 30, 2008	74.5324985
September 30, 2008	73.5803286
December 30, 2008	72.6477953
March 30, 2009	71.7108136
June 30, 2009	70.7689223
September 30, 2009	69.8339827
December 30, 2009	68.8999867
March 30, 2010	67.9670158
June 30, 2010	67.0298910
September 30, 2010	66.1019945
December 30, 2010	65.1621828
March 30, 2011	64.2010835
June 30, 2011	63.2117878
September 30, 2011	62.2073522
December 30, 2011	61.1808018
March 30, 2012	60.1310424
June 30, 2012	59.0513291
September 30, 2012	57.9544757
December 30, 2012	56.8332623
March 30, 2013	55.6871499
June 30, 2013	54.5160509
September 30, 2013	53.3501802
December 30, 2013	52.1827457
March 30, 2014	51.0137807
June 30, 2014	49.8374176
September 30, 2014	48.6685942
December 30, 2014	47.5000338
March 30, 2015	46.3318145
June 30, 2015	45.1577109
September 30, 2015	43.9839204
December 30, 2015	42.8328227
March 30, 2016	41.6739519
June 30, 2016	40.5112258
September 30, 2016	39.3620081
December 30, 2016	38.2178958
March 30, 2017	37.0790865
June 30, 2017	36.0000000

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 5**

Rental Factors

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
December 30, 1996	1.9086096
March 30, 1997	1.9086096
June 30, 1997	1.9086096
September 30, 1997	1.9086096
December 30, 1997	1.9086096
March 30, 1998	1.9086096
June 30, 1998	1.9086096
September 30, 1998	1.9086096
December 30, 1998	1.9086096
March 30, 1999	1.9086096
June 30, 1999	1.9086096
September 30, 1999	1.9086096
December 30, 1999	1.9086096
March 30, 2000	1.9086096
June 30, 2000	1.9086096
September 30, 2000	1.9086096
December 30, 2000	1.9086096
March 30, 2001	1.9086096
June 30, 2001	1.9086096
September 30, 2001	1.9086096
December 30, 2001	1.9086096
March 30, 2002	1.9086096
June 30, 2002	1.9086096
September 30, 2002	1.9086096
December 30, 2002	1.9086096
March 30, 2003	1.9086096
June 30, 2003	1.9086096
September 30, 2003	1.9086096
December 30, 2003	1.9086096
March 30, 2004	1.9086096
June 30, 2004	1.9086096
September 30, 2004	1.9086096
December 30, 2004	1.9086096
March 30, 2005	1.9086096
June 30, 2005	1.9086096
September 30, 2005	1.9086096
December 30, 2005	1.9086096
March 30, 2006	1.9086096
June 30, 2006	1.9086096
September 30, 2006	1.9086096
December 30, 2006	1.9086096
March 30, 2007	1.9086096
June 30, 2007	1.9086096

**ANNEX A TO SCHEDULE I TO
LEASE SUPPLEMENT NO. 5**

Rental Factors

<u>Rent Payment Date</u>	<u>Percentage of Equipment Cost</u>
September 30, 2007	1.9086096
December 30, 2007	1.9086096
March 30, 2008	1.9086096
June 30, 2008	1.9086096
September 30, 2008	1.9086096
December 30, 2008	1.9086096
March 30, 2009	1.9086096
June 30, 2009	1.9086096
September 30, 2009	1.9086096
December 30, 2009	1.9086096
March 30, 2010	1.9086096
June 30, 2010	1.9086096
September 30, 2010	1.9086096
December 30, 2010	1.9086096
March 30, 2011	1.9086096
June 30, 2011	1.9086096
September 30, 2011	1.9086096
December 30, 2011	1.9086096
March 30, 2012	1.9086096
June 30, 2012	1.9086096
September 30, 2012	1.9086096
December 30, 2012	1.9086096
March 30, 2013	1.9086096
June 30, 2013	1.9086096
September 30, 2013	1.9086096
December 30, 2013	1.9086096
March 30, 2014	1.9086096
June 30, 2014	1.9086096
September 30, 2014	1.9086096
December 30, 2014	1.9086096
March 30, 2015	1.9086096
June 30, 2015	1.9086096
September 30, 2015	1.9086096
December 30, 2015	1.9086096
March 30, 2016	1.9086096
June 30, 2016	1.9086096
September 30, 2016	1.9086096
December 30, 2016	1.9086096
March 30, 2017	1.9086096